1 2 3 4 5 6 7	Arlo García Uriarte, SBN 231764 Un Kei Wu, SBN 270058 Ernesto Sanchez, SBN 278006 LIBERATION LAW GROUP, P.C. 2760 Mission Street San Francisco, CA 94110 Telephone: (415) 695-1000 Facsimile: (415) 695-1006		
8	UNITED STATES	DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA		
10	SAN FRANCISCO DIVISION		
11 12	Joseph Timbang Angeles, Noe Lastimosa, on behalf of themselves, and on behalf of others similarly situated, and the general public,	Case No. 3:12-cv-05860 CRB  DECLARATION OF DEANDRE	
13 14	Plaintiffs,	MOORE IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION	
15 16 17 18	US Airways, Inc., and DOES 1 through 50,  Defendants.	Date: February 28, 2014 Time: 10:00am Place: Ctrm. 6, 17th Floor Hon. Charles R. Breyer	
19 20	I, Deandre Moore, have personal knowle	edge of the matters stated herein and, if called	
221   222   222   223   224   225   226   227   28   28	upon to do so, would testify to them truthfully and competently:  1. I was employed as a Fleet Service Agent ("FSA") and Operations Agent by USAirways, Inc. ("US Airways") from June 24, 2007, until August 21, 2013. I was a full-time employee. In California, I have worked at Ontario International Airport, Los Angeles International Airport, and John Wayne Airport in Orange County.  2. I have been informed that the above mentioned representative plaintiffs are		
-	seeking to recover unpaid wages, overtime wage	s, reimbursement for cell phone use, penalties	
, , ,			

for inaccurate wage statements, waiting time penalties, and other civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

- 3. My duties as a FSA and Operations Agent included, but were not limited to: loading and unloading aircrafts, coordinating personnel on the ramp, implementing a load plan, directing aircrafts during departure and arrival, and the general facilitation of fleet service.
- 4. Through a process called "Shift Trading," I picked about 4 shifts per week on average; as a result, I mostly worked approximately 70 total hours per week. Despite these significant overtime hours, I was never provided overtime compensation due to Shift Trades. I am very interested in receiving any overtime compensation that I earned and should have been paid by US Airways.
- 5. While working as a FSA, I believed US Airways paid my actual clock-in and clock-out times; I now know that this was not the case. I was never informed by US Airways that I needed to claim extra minutes worked through a supervisor or lead FSA.
- 6. It was my routine to get to work early, about an hour or so before my scheduled shifts. About 10-15 minutes before I was set to start, I would clock-in and prepare for work. To prepare for work, I checked flight schedules, conferred with supervisors and leads, and put on my safety gear. I performed these tasks while clocked-in and expected to be paid for this time worked. I am interested in receiving any unpaid wages for work performed before my scheduled shifts owed to me by US Airways.
- 7. Similarly, throughout my tenure with US Airways, I sometimes stayed minutes after my scheduled shifts to complete my work duties. I would stay an extra 10-20 minutes about 2-3 times per week on average. I was expected to wait until my assigned flight left the

gate before I could complete my shift; this was made clear to me by my supervisors. I thought I was paid for these extra minutes worked, but now I know that I was not. I never asked a supervisor or lead to adjust my timesheet to get credit for these minutes because I never knew I was supposed to. I am interested in receiving any unpaid wages for work performed after my scheduled shifts from US Airways.

- 8. About 3-4 times per week on average, I used my personal cell phone for work purposes during my shifts. I was not provided a radio so I used my personal cell phone to locate supervisors and leads, and they called me to determine my location. My personal cell phone was my means of communication during work shifts. Despite this common cell phone use, I received no reimbursement for it from US Airways and did not know it was available.
- 9. I felt that the wage statements provided by US Airways were difficult to understand and confusing. There were too many categories and it was hard for me to ascertain whether I was paid properly or not. I believe US Airways could have and should have issued clearer more concise wage statements.

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 13 day of January 2014, in Jonesboro, Georgia.

Deandre Moore

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1 2 3	Arlo García Uriarte, SBN 231764 Un Kei Wu, SBN 270058 Ernesto Sanchez, SBN 278006 LIBERATION LAW GROUP, P.C.		
4	2760 Mission Street San Francisco, CA 94110		
5	Telephone: (415) 695-1000 Facsimile: (415) 695-1006		
6 7	Attorneys for PLAINTIFFS		
8	UNITED STATES DISTRICT COURT		
9	NORTHERN DISTRI	CT OF CALIFORNIA	
10	SAN FRANCISCO DIVISION		
11	Joseph Timbang Angeles, Noe Lastimosa, on	Case No. 3:12-cv-05860 CRB	
12	behalf of themselves, and on behalf of others similarly situated, and the general public,	DECLARATION OF WENDY MORA	
13 14	Plaintiffs,	IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION	
15	vs.		
16	US Airways, Inc., and DOES 1 through 50,	Date: February 28, 2014 Time: 10:00am	
17   18	Defendants.	Place: Ctrm. 6, 17th Floor  Hon. Charles R. Breyer	
19			
20	I, Wendy Mora, have personal knowledg	ge of the matters stated herein and would testify	
21	to them truthfully and competently if called upon to do so:		
22	1. I was employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") from May 2006 until December 2012. I worked full-time out of Oakland		
23			
24		2012. I worked full-time out of Oakland	
25	International Airport.		
26   27	2. I have been informed that the above mentioned representative plaintiffs ar		
28	seeking to recover unpaid wages, overtime wage	es, reimbursement for cell phone use, penalties	
-~			

for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

- 3. As a FSA, my duties included, but were not limited to: baggage handling, cleaning of aircraft cabins and lavatories, driving loaders and forklifts, and directing beverage and luggage carts.
- 4. Through a process called "Shift Trading," I picked up about 2 additional shifts per week on average. I was not paid overtime compensation when these additional shifts resulted in overtime hours. If it is owed to me under the law, I am very interested in receiving all overtime compensation that should have been paid to me by US Airways.
- 5. I typically arrived to work approximately 30 minutes before my scheduled shifts. During this time, I would check flight schedules, discuss my workday with supervisors, and put on my safety gear. Similarly, I often stayed and worked a few minutes after my scheduled shifts because my supervisors expected me to work until my job duties were completed. US Airways did not pay me correctly for this extra work performed. I think I should receive all compensation owed to me by US Airways in connection with time worked before and after scheduled shifts.
- 6. US Airways managers and supervisors routinely contacted me through my personal cell phone during my work shifts. I would receive calls about twice per month from US Airways personnel so that I could get instructions about my work tasks. I never was reimbursed for this personal cell phone use.
- 7. Throughout my tenure as a FSA, I found my wage statements or paystubs difficult to understand because of all the different categories used to calculate my pay. I was

often unsure whether I was paid properly or not. US Airways should have provided clear and concise wage statements. I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 18th day of November 2013, in San Leandro, California. 

1 2 3 4 5	Arlo García Uriarte, SBN 231764 Un Kei Wu, SBN 270058 Ernesto Sanchez, SBN 278006 LIBERATION LAW GROUP, P.C. 2760 Mission Street San Francisco, CA 94110 Telephone: (415) 695-1000 Facsimile: (415) 695-1006		
6	Attorneys for PLAINTIFFS		
7		NAME OF COLUMN	
8	UNITED STATES DISTRICT COURT		
.9	NORTHERN DISTRICT OF CALIFORNIA		
10	SAN FRANCISCO DIVISION		
11	Joseph Timbang Angeles, Noe Lastimosa, on	Case No. 3:12-cv-05860 CRB	
12	behalf of themselves, and on behalf of others similarly situated, and the general public,	DECLARATION OF NATASHA PELE	
13	Plaintiffs,	IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS	
14		CERTIFICATION	
15	VS.	D.4., P.1	
16	US Airways, Inc., and DOES 1 through 50,	Date: February 28, 2014 Time: 10:00am	
17	Defendants.	Place: Ctrm. 6, 17th Floor	
18		Hon. Charles R. Breyer	
19			
20	I, Natasha Pele, have personal knowledg	e of the matters stated herein and would testify	
21	to them truthfully and competently if called upon	to do so:	
22	I was employed as a Fleet Servi	ce Agent ("FSA") by US Airways, Inc. ("US	
23	Airways'') from December 9, 2005 until February 14, 2010.		
24			
25	2. I have been informed that the above mentioned representative plaintiffs are		
26	seeking to recover unpaid wages, overtime wag	es, reimbursement for cell phone use, penalties	
27	for inaccurate wage statements, waiting time penalties, and civil penalties for various California		
28	Labor Code violations in a class action law suit a	against my former employer and on my behalf.	
- 1			

- 3. As a FSA working at John Wayne Airport in Orange County, California, my duties included, but were not limited to: baggage handling, cleaning of aircraft cabins and lavatories, driving loaders and servicing aircraft needs, and directing beverage and luggage carts.
- 4. Through a process called "Shift Trading," I picked up about 30 hours of additional work per week on average. I was not paid overtime compensation for this.
- 5. If it is owed to me under the law, I am very interested in receiving all overtime compensation that should have been paid to me by US Airways.
- 6. While working for US Airways, I was under the impression that it paid for my actual clock-in and clock-out times. I was unaware, until recently, that US Airways only paid for my scheduled shifts unless extra minutes worked were claimed through a supervisor.
- 7. I typically arrived to work approximately 5-10 minutes before my scheduled shifts. During these 5-10 minutes, I would put on my safety gear and get ready for my pre-shift meeting. It was very important for me to be on time for pre-shift meetings. I would arrive to work early to make sure that I was rarely late, if ever.
- 8. Similarly, I often stayed a few minutes after my scheduled shifts because I had to work until my job duties were completed. I believed I was always paid for this additional work, but I now know that I was not paid for all of it.
- 9. I believe I should be paid for all minutes worked before and after my scheduled shift. I do not believe that it is fair for US Airways to only pay for scheduled shifts and require FSAs like me to claim extra minutes worked, especially because that policy was not made clear to me during my employment tenure.

#### Case3:12-cv-05860-CRB Document67-5 Filed02/07/14 Page12 of 31

10. Even though it was against the rules, US Airways managers and supervisors often contacted me through my personal cell phone during my work shifts. They would habitually text me for work related reasons. I never received any reimbursement for these texts which were deducted from my monthly plan. I think I should receive this reimbursement if it is owed to me under the law.

I declare under penalty of perjury under the laws of the United States and in the State of

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 18th day of November 2013, in Carson, California.

Natasha Rele

Arlo García Uriarte, SBN 231764 1 Un Kei Wu, SBN 270058 2 Ernesto Sanchez, SBN 278006 LIBERATION LAW GROUP, P.C. 3 2760 Mission Street San Francisco, CA 94110 Telephone: (415) 695-1000 Facsimile: (415) 695-1006 6 Attorneys for PLAINTIFFS 7 UNITED STATES DISTRICT COURT 8 NORTHERN DISTRICT OF CALIFORNIA 9 SAN FRANCISCO DIVISION 10 11 Joseph Timbang Angeles, Noe Lastimosa, on Case No. 3:12-cv-05860 CRB behalf of themselves, and on behalf of others 12 **DECLARATION OF HENRY** similarly situated, and the general public, **OUINTERO IN SUPPORT OF** 13 PLAINTIFFS' MOTION FOR CLASS Plaintiffs, 14 **CERTIFICATION** VS. 15 Date: February 28, 2014 US Airways, Inc., and DOES 1 through 50, 16 Time: 10:00am Place: Ctrm. 6, 17th Floor 17 Defendants. Hon. Charles R. Breyer 18 19 20 I, Henry Quintero, have personal knowledge of the matters stated herein and, if called 21 upon to do so, would testify to them truthfully and competently: 22 1. I am currently employed as a Fleet Service Agent ("FSA") by US Airways, Inc. 23 9-30-07 ("US Airways") and have been employed in that capacity since approximately September 200%. 24 I am a part-time employee and work out of Los Angeles International Airport ("LAX") in 25 26 California. 27 2. I have been informed that the above mentioned representative plaintiffs are 28 seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties DECLARATION OF HENRY QUINTERO: Angeles v. US Airways 3:12-cv-05860 CRB

for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my current employer and on my behalf.

- 3. As a FSA working out of LAX, my duties include, but are not limited to: baggage and cargo handling, driving loaders and forklifts, aircraft direction near the gate, and the general facilitation of fleet service.
- 4. Through a process called "Shift Trading," I pick up about 3-4 additional shifts per month on average. I am not paid overtime compensation for any overtime hours worked in connection with these extra shifts. If US Airways must pay Shift Trade overtime under the law, I am very interested in receiving any and all overtime compensation owed to me. US Airways should pay me as required by the law, nothing more and nothing less.
- 5. Throughout my tenure as a FSA, my common practice has been to report for work early. I do this because I have to be completely ready to work exactly when my shift starts; I must perform certain preliminary tasks before my shifts; for example, I prepare for work by putting on my safety gear, getting my equipment ready, checking flight schedules, and discussing work duties with my supervisors and Leads. It is very important to be on time and ready for work. If you are late by even one or two minutes you are penalized; this can lead to suspension or even termination. I believe I should be paid for my pre-shift work by US Airways. US Airways should not benefit from my labor for free.
- 6. Furthermore, it is common for me to stay up to 15 minutes past my scheduled shifts. I stay late because the nature of the job involves flight delays or cancellations; these unexpected changes force me to work late. I am only compensated for these extra minutes worked if a supervisor adjusts my timesheet, something they are not always willing to do. US

Airways should automatically pay me for my post-shift work and not require me to claim extra minutes worked.

- 7. US Airways personnel routinely contacts me on my personal cell phone for work related purposes during my shifts. There are not enough radios to go around, and my personal cell phone is the method they use to reach and contact me. Despite this common practice, I am never reimbursed for my personal cell phone use.
- 8. The wage statements issued by US Airways are always difficult to understand. My hours are categorized in a manner that does not clearly indicate whether they are part of my regular work hours or my overtime hours. I must engage in my own calculations to determine if I am paid properly. US Airways should issue wage statements that are clear and easily understood.

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 13 day of January 2014, in California.

Henry Quintero

1	Arlo García Uriarte, SBN 231764	
2	Un Kei Wu, SBN 270058 Ernesto Sanchez, SBN 278006	
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6 7	Attorneys for PLAINTIFFS	
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10	SAN FRANCISCO DIVISION	
11	Joseph Timbang Angeles, Noe Lastimosa, on	Case No. 3:12-cv-05860 CRB
12	behalf of themselves, and on behalf of others similarly situated, and the general public,	DECLARATION OF BEN
13	similarly situated, and the general public,	THEREAULT IN SUPPORT OF
14	Plaintiffs, programme	PLAINTIFFS' MOTION FOR CLASS CERTIFICATION
15	with the <b>vs.</b> we are a specifically and a property of the pro	ety tet ware gransktig se
16	US Airways, Inc., and DOES 1 through 50,	Date: February 28, 2014 Time: 10:00am
17	Defendants.	Place: Ctrm. 6, 17th Floor
18		Hon. Charles R. Breyer
19		
20	I, Ben Thereault, have personal knowled	dge of the matters stated herein and, if called
21	upon to do so, would testify to them truthfully an	d competently:
22		ce Agent ("FSA") by US Airways, Inc. ("US
23		
24	Airways") from approximately March 23, 2008	8, until February 14, 2010. I was a full-time
25	employee, and worked out of John Wayne Airport in Orange County, CA.	
26	2. I have been informed that the	above mentioned representative plaintiffs are
27   28	seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penaltie	
·~		
- 1	4	

for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

- 3. My duties as a FSA included, but were not limited to: baggage and cargo handling, cleaning aircraft lavatories and cabins, driving forklifts and loaders, directing aircrafts during departure and arrival, and the general facilitation of fleet service.
- 4. Through a process called "Shift Trading," I routinely picked up about 2 shifts per week on average. I was not paid overtime compensation for overtime hours worked in connection with Shift Trades. If it is owed to me under the law, I am very interested in receiving any and all overtime compensation owed to me by US Airways.
- 5. Throughout my tenure as a FSA, I habitually worked minutes before and after my scheduled shifts, which remain unpaid. I typically arrived at least 5 minutes before my scheduled shifts; during this time, I checked flight schedules, put on safety gear, and made sure I was ready for work. At John Wayne Airport, employees were required to be completely ready for work at the beginning of their shifts. Similarly, after my scheduled shifts, I often stayed a few minutes extra due to the nature of my job; I was not allowed to leave until my work tasks were completed. Despite the foregoing, I was not paid for the extra work I did before and after scheduled shifts.
- 6. I do not believe that it is fair for US Airways to only pay for scheduled shifts and require FSAS to claim extra minutes worked, especially because it was rarely possible. Credit for these extra minutes was given at the discretion of supervisors; my supervisors rarely gave this required approval.
- 7. My wage statements or paystubs were always confusing and unnecessarily unclear during my time as a FSA. It was difficult for me to verify that I was paid correctly. US

Airways should have provided clear wage statements that were easily understood. That way, I would have been able to ascertain whether I was paid correctly or not. I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 21 day of December 2013, in Newport Beach, California. 

1 Arlo García Uriarte, SBN 231764 Un Kei Wu, SBN 270058 Ernesto Sanchez, SBN 278006 LIBERATION LAW GROUP, P.C. 3 2760 Mission Street San Francisco, CA 94110 Telephone: (415) 695-1000 5 Facsimile: (415) 695-1006 6 Attorneys for PLAINTIFFS 7 UNITED STATES DISTRICT COURT 8 NORTHERN DISTRICT OF CALIFORNIA 9 10 SAN FRANCISCO DIVISION 11 Joseph Timbang Angeles, Noe Lastimosa, on Case No. 3:12-cy-05860 CRB behalf of themselves, and on behalf of others 12 similarly situated, and the general public, **DECLARATION OF ERIK VAUGHAN** IN SUPPORT OF PLAINTIFFS' 13 MOTION FOR CLASS Plaintiffs, 14 CERTIFICATION 15 Date: February 28, 2014 16 US Airways, Inc., and DOES 1 through 50, Time: 10:00am Place: Ctrm. 6, 17th Floor 17 Defendants. Hon. Charles R. Breyer 18 19 20 I, Erik Vaughan, have personal knowledge of the matters stated herein and, if called 21 upon to do so, would testify to them truthfully and competently: 22 1. I worked as a Fleet Service Agent ("FSA") for US Airways, Inc. ("US Airways") 23 from 2008 to January 2012, when I was furloughed. I was a full-time employee and worked out 24 of John Wayne Airport ("SNA") in California. I am currently employed as a FSA in Phoenix, 25 26 Arizona. 27 2. I have been informed that the above mentioned representative plaintiffs are 28 seeking to recover unpaid wages, overtime wages, penalties for inaccurate wage statements,

waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my current employer and on my behalf.

- 3. As a FSA working out of SNA, my duties included, but were not limited to: baggage and cargo handling, lavatory cleaning, driving loaders and forklifts, and aircraft direction near the gate.
- 4. Through a process called "Shift Trading," I picked up about 2-3 additional shifts per month on average. I was not paid overtime compensation for any overtime hours worked in connection with Shift Trades. Although Shift Trading allows FSA scheduling flexibility, I don't believe US Airways should be able to use that as an excuse to avoid paying overtime under the law. If US Airways must pay Shift Trade overtime under the law, I am very interested in receiving any and all overtime compensation that is owed to me.
- 5. Throughout my tenure as a FSA, my common practice was to arrive to work early. I did this because I had to be completely ready to work exactly when my shift started. The attendance policy at US Airways was very strict and you could not be late by even one minute; if you were late, you would face penalties which could lead to suspension or termination. It was common for other FSAs and I to give ourselves enough leeway in order to be safe from receiving any late penalties.
- 6. I typically reported to my shifts 15-20 minutes early. During this time, I clocked in and prepared for my shift by putting on my safety gear and checking flight schedules. I would also check my work assignments and talk to supervisors about the work day. It was not possible to receive compensation for this preparatory work because US Airways did not consider it compensable. We could not claim it through an "Exception Report."

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_\_day of Feburary 2014 in Phoenix, Arizona. 

1	Arlo García Uriarte, SBN 231764 Un Kei Wu, SBN 270058		
2	Ernesto Sanchez, SBN 278006		
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6	Attornava for DI AINTIEES		
7	Attorneys for PLAINTIFFS		
8	UNITED STATES I	DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA		
10	SAN FRANCISCO DIVISION		
11	Joseph Timbang Angeles, Noe Lastimosa, on	Case No. 3:12-cv-05860 CRB	
12	behalf of themselves, and on behalf of others similarly situated, and the general public,	DECLARATION OF WAYNE WATSON	
13	similarly situated, and the general public,	IN SUPPORT OF PLAINTIFFS'	
14	Plaintiffs,	MOTION FOR CLASS CERTIFICATION	
15	vs.		
16	US Airways, Inc., and DOES 1 through 50,	Date: February 28, 2014 Time: 10:00am	
17.	Defendants.	Place: Ctrm. 6, 17th Floor	
18		Hon. Charles R. Breyer	
19			
20	I, Wayne Watson, have personal know	ledge of the matters stated herein and would	
21	testify to them truthfully and competently if calle		
22	testify to them truthung and competentry it cane	d upon to do so:	
23	I worked as a Fleet Service Agent	("FSA"), Lead FSA, and Operations Agent for	
24	US Airways, Inc. ("US Airways") from 1998 until JAN 2512 worked out of Sacramento an		
25	Oakland International Airports.	(wow)	
26	2. I have been informed that the above mentioned representative plaintiffs an		
27	seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penaltic		
28	ordinate wages, overtime wage	s, remoursement for cen phone use, penantes	

for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

- 3. As a FSA, Lead FSA, and Operations Agent my duties included, but were not limited to: baggage and cargo handling, personnel supervision, administrative paperwork, and the general facilitation of fleet service.
- 4. Through a process called "Shift Trading," I picked up about 6-7 additional shifts per month on average. I was not paid overtime compensation in connection with any Shift Trades I made. I am very interested in receiving the overtime compensation owed to me by US Airways as a result of these Trades.
- 5. As a FSA and FSA Operations Lead, my general practice was to arrive approximately 15 minutes before my scheduled shifts. I did this because it was very important to clock-in on time. If you were late, you would be reprimanded and could face suspension or other discipline. During the minutes before my scheduled shifts, I would put on my safety gear, check on flight schedules and, generally prepare for my job duties; I was never paid for this time worked. I am interested in receiving compensation for the work I performed before my scheduled shifts.
- 6. Similarly, I often worked extra minutes after my scheduled shifts, which remain unpaid. I worked diligently and would typically stay after my scheduled shifts to complete my duties. Sometimes, when I worked only a few extra minutes, my manager or supervisor did not adjust my time sheet to reflect the extra minutes that I worked. I believe that I should be paid for all work that I performed after my scheduled shifts. I do not think it is right for US Airways to have discretion regarding whether their employees should be paid for work performed. FSAs should be paid automatically for all worked performed.

7. The use of my personal cell phone for work related reasons during work hours routinely occurred. I estimate that I received or made these calls about 2 times per month. It was important for me to communicate with US Airways personnel in order to effectively complete my job duties; at times, this was only possible through the use of my personnel cell phone. I never received any reimbursement for my personal cell phone use.

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 29 day of December 2013, in Pleasanton, CA.

Wayne Watson

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Attorneys for PLAINTIFFS

#### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

Joseph Timbang Angeles, Noe Lastimosa, on behalf of themselves, and on behalf of others similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

DECLARATION OF MICHAEL WILKES IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

Date: February 28, 2014

Time: 10:00am

Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I. Michael Wilkes, have personal knowledge of the matters stated herein and would testify to them truthfully and competently if called upon to do so:

I was employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") from May 21, 2001, until December 2011. I worked out of San Diego International Airport in California. I was a part-time employee.

I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

As a FSA, my duties included but were not limited to: baggage and cargo handling, driving loaders and forklifts, aircraft direction during arrival and departure, and the general facilitation of fleet service.

Through a process called "Shift Trading," I picked up as many as 3 shifts per week on average and often worked overtime as a result. I was not paid overtime compensation when working overtime hours due to Shift Trades. If Shift Trade overtime is ewed to me under the law, I am definitely interested in receiving all of it. I often worked very long hours as a FSA, and I deserve to be paid properly for that hard work.

5. Throughout my employment tenure, my routine was to arrive at least 30 minutes before my scheduled shifts. I did this because it was very important to clock-in on time; late employees would get reprimanded and could face suspension or even termination.

During the minutes before my scheduled shifts, I would prepare for my workday by: reviewing flight schedules, putting on my safety gear, and speaking to supervisors about what needed to be done; sometimes, I would lend a hand to the crews working on the tarmac if they needed help. I never received compensation for this work performed before my scheduled shifts.

7. Similarly, due to the nature of my job duties, it was common for me to stay a few minutes past my scheduled shifts: for example, I would work until my job duties,

p.2

like cleaning aircrafts, were completed. US Airways expected us to work until our work duties were finished, as was communicated to me by my supervisors. I believe that I should have been paid for any and all work performed before and after my scheduled shifts. FSAs should be paid automatically for all worked performed when on-the-clock. It is very unfair for US Airways to only pay for the scheduled shifts of FSAs and expect them to claim extra minutes worked. Such a practice amounts to an unfair burden on employees because it is often difficult or impossible to claim every single minute worked from supervisors. Nevertheless, we should have been paid for all work performed.

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 30 day of December 2013, in Chula Vista, CA.

Michael Wilkes

DECLARATION OF MICHAEL WILKES: Angeles v. US Airways 3:12-cv-05860 CRB